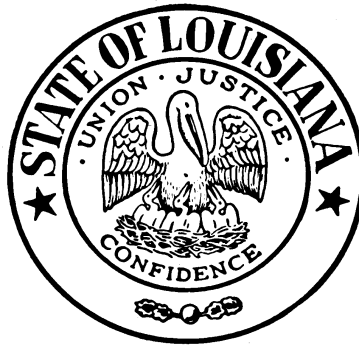


REQUEST FOR PROPOSAL
MEDICAL SPECIAL NEEDS SHELTER STAFF AND WRAP
AROUND SERVICES



File Number: D3000018904P

Solicitation Number: 3000018904

Proposal Opening Date: June 2, 2022

Proposal Opening Time: 10:00 AM

**State of Louisiana
Office of State Procurement**

April 21, 2022

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REQUEST FOR PROPOSAL FOR MEDICAL SPECIAL NEEDS SHELTER STAFF AND WRAP AROUND SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing a readiness plan as well as a comprehensive, independent, turnkey operation inclusive of managing and staffing all medical components of a Medical Special Needs Shelter, for sheltering operations for up to thirty (30) days. Additionally, the Louisiana Department of Health (LDH) seeks proposals for turnkey operation inclusive of managing and staffing all medical components of a Medical Special Needs Shelter and provide wrap around support, if needed, for sheltering operations for up to thirty (30) days, on an “as-needed” contingent basis.

1.2 Background

The Louisiana Department of Health (LDH) is comprised of the Medical Vendor Administration (Medicaid and/or MVA), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). Under the general supervision of the Secretary of the Department, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

OPH is comprised of 1,100 professionals across Louisiana who are charged with protecting and promoting the health of the communities of our State. The agency operates more than fifty (50) programs with staff in sixty-three (63) parish health units, three (3) specialty clinics, nine (9) regional offices, three (3) centers, fifteen (15) bureaus, and nearly 600 contractual agreements. Engineers, doctors, chemists, biologists, nurses, sanitarians, clinicians, emergency preparedness experts, and a host of other professionals work constantly to:

- monitor the food that Louisiana's residents and visitors eat;
- keep Louisiana's water safe to drink;
- fight chronic and communicable disease;
- ensure that the State is ready for hurricanes, disasters, and other threats;
- manage, analyze, and disseminate public health data;
- ensure access to vital records like birth certificates; and
- offer preventive health services.

The Bureau of Community Preparedness (BCP) is contained within OPH and uses an all-hazards approach to integrate State and local public health jurisdictions for response to public health

threats. BCP is organized according to the National Incident Management System (NIMS) Incident Command System (ICS). Components of ICS include Command, Administration and Finance, Logistics, Operations, and Planning. This structure allows for efficient management by integrating processes, personnel, communications, and equipment on a day-to-day basis, as well as during emergencies.

In accordance with the mission of LDH during a Governor's declared emergency, LDH is the State agency lead for Emergency Support Function 8 (ESF-8), that is Public Health and Medical Services.

Services rendered during a disaster or emergency may include the following:

- *Medical Care;*
- *Crisis Counseling;*
- *Behavioral Health services;*
- *Support and supplementation of disrupted or overburdened local medical personnel and facilities;*
- *Emergency Medical Services, Medical Transport/Evacuation (public and private health care facilities, nursing homes, and citizens) and Hospital Services;*
- *Public Health and Sanitation;*
- *Points of Dispensing (Medical Countermeasures); and*
- *Mass Fatality Care.*

In a Governor's State-declared emergency, LDH operating under ESF-8 is responsible for assisting in overall emergency preparedness, planning and development of a Statewide disaster response system. This includes responsibility for coordinating and staffing Medical Special Needs Shelters (MSNS) and/or other medical operations. Based on the incident where evacuations are occurring, the State Health Officer or designee may decide to open a MSNS in any of the following nine (9) cities: New Orleans, Baton Rouge, Alexandria, Lake Charles, Lafayette, Thibodaux, Hammond, Monroe, and Bossier City. MSNS sites are not limited to these locations.

MSNS are congregate facilities that provide safe refuge to individuals who have medical needs that they cannot manage themselves, require community/government assistance, and who do not have anywhere to evacuate. These individuals may or may not have a caregiver with them at the MSNS. Shelters are temporary living arrangements that provide medical monitoring and limited medical care only until the emergency is over. To gain admission into a MSNS, the person must be deemed appropriate as determined through triage criteria. Each MSNS site has a capacity of housing approximately two hundred (200) individuals. The medical care provided in a shelter environment is generally limited to supportive care, but can encompass temporary treatment until definitive care can be arranged.

According to the most recent trends of disaster history in Louisiana, there has been an increase in multiple disasters occurring at one (1) time and/or following closely behind each other. In 2020, Louisiana prepared for eight (8) storms, with six (6) making landfall, while providing multiple Statewide medical support for the COVID-19 pandemic, which proved to be challenging. LDH leadership and staff were forced to operate as efficiently as possible with extremely limited staff and resources.

Under such extraordinary conditions, LDH identified a need to seek Contractors with the capacity to provide not only medical staffing for the Medical Special Needs Shelters, but also to provide a turnkey operation including the identified wrap-around services to support the shelter. The

outcome of this RFP will be to allow the Contractor(s) to provide complete oversight and coordination of the delivery of goods, staff, logistics, and operation of the MSNS shelter.

1.3 Goals and Objectives

The outcome of this RFP will be to allow the Contractor(s) to provide complete oversight and coordination of the delivery of goods, staff, logistics, and operation of the MSNS shelter.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of 36 months to begin on or about July 1st, 2022 and to end June 30th, 2025, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

1.5 Definitions

- A. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Congregate Facilities – A non-institutional site for evacuees that are medically dependent individuals, but who are not acutely ill, require community/government assistance, and have no other options for sheltering.
- C. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- D. Contract Activation – Denotes the period of time when there is confidence in the threat's impact to occur in a certain time to an area or location. Activation is a decision point to pre-stage assets and resources to be available for response efforts. Contraction activation commences upon receipt of an official Activation Task Order from the LDH Emergency Operations Center (EOC).
- E. Contract Deactivation – Occurs upon receipt of Demobilization Task Order from the LDH Emergency Operations Center (EOC).
- F. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- G. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. May – The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- I. Must – The term denotes mandatory requirements.

- J. Notification Period – The period of time when the anticipated threat of impact is not yet certain. It may encompass days or hours before formal staging of resources and assets to mitigate the threat.
- K. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- L. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- M. Shall – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- N. Should – The term denotes a desirable action.
- O. State – The State of Louisiana.
- P. State Health Officer (SHO) – The State Health Officer is appointed by the Secretary of the Louisiana Department of Health in accordance with Title 40 of the Louisiana Revised Statutes. The current State Health Officer is Dr. Joseph Kanter. As used in this RFP, State Health Officer means the State Health Officer or his/her designee.

1.5.1 Acronyms

- A. ADA – Americans with Disabilities Act
- B. AAR – After Action Review
- C. BAFO – Best and Final Offer
- D. BCP – Bureau of Community Preparedness
- E. DOA – Division of Administration
- F. EMAC – Emergency Management Assistance Compact
- G. EOC – Emergency Operations Center
- H. ESF-8 – Emergency Support Function 8
- I. FIPS – Federal Information Processing Standards
- J. FMS – Federal Medical Station
- K. IAP – Incident Action Plan
- L. ICS – Incident Command System
- M. ICT – Incident Command Team

- N. JIT – Just-In-Time Training
- O. HSEEP – Homeland Security Exercise and Evaluation Program
- P. LAVA – Louisiana Volunteers in Action
- Q. LDH EOC – Louisiana Department of Health Emergency Operations Center
- R. MHE – Mechanical Handling Equipment
- S. MRP – Mission Ready Package
- T. MSNS – Medical Special Needs Shelter
- U. NIMS – National Incident Management System
- V. NIST – National Institute of Standards and Technology
- W. OPH – Office of Public Health
- X. OSP – Office of State Procurement
- Y. PHERC – Public Health Emergency Response Coordinator
- Z. RFP – Request for Proposal
- AA. RHNC – Regional Hospital Nurse Coordinator
- BB. RMD – Regional Medical Director
- CC. SFTP – Secure File Transfer Protocol

1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	April 21, 2022	
2. Deadline to receive written inquiries	May 5, 2022	2:00 PM
3. Deadline to answer written inquiries	May 19, 2022	
4. Proposal Opening Date (Proposal Submission Deadline)	June 2, 2022	10:00 AM
5. Oral discussions with Proposers, if applicable	To be scheduled	
6. Best and Final Offer with Proposers, if applicable	To be scheduled	

7. Notice of Intent to Award to be issued

To be scheduled

8. Contract Initiation

To be scheduled

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposals may be mailed or delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name: Medical Special Needs Shelter Staff and Wrap**
- X **File Number: D3000018904P, Solicitation Number: 3000018904**
- X **Proposal Opening Date and Time: June 2, 2022**

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

OR

Proposals may also be submitted online by accessing the link on page one (1) of the Request for Proposal.

NOTE: Proposers who choose to respond this Request for Proposal online via the vendor portal are encouraged to not submit a written proposal as well.

Proposers are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the proposer's choice to submit their proposal online. Proposers is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Administrative Data**

1. This section should contain summary information about the Proposer's organization. This section should state the Proposer's knowledge and understanding of the needs and objectives of LDH, Office of Public Health, and Bureau of Community Preparedness as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
2. This section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
3. This section should also include the following information:
 - i. Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel;
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
 - v. If out-of-state Proposer, give name and address of local representative; if none, so state;

- vi. If any of the Proposer's personnel named is a current or former Louisiana State employee, indicate the Agency where employed, position, title, termination date, and social security number;
- vii. If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the Contract number and/or any other information available to identify the engagement; if not, so state;
- viii. Proposer's state and federal tax identification numbers; and
- ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships in accordance with Section 2.5.3.

D. Approach and Methodology

1. Proposals should define the Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.
2. The Proposer should provide MSNS team compositions in their proposal for a comprehensive, independent, turnkey operation inclusive of managing all medical components of the shelter and should plan to staff for a minimum capacity of two hundred (200) shelterees per site within the State. (**Note:** Capacity may surge due to the situation causing influx of evacuees.) Proposer should provide information about offered Wrap Around Services.
3. Table 1 found in **Attachment D** illustrates a sample of the initial staffing blueprint for the Federal Medical Station (FMS) for informational purposes. Proposers may use this staffing blueprint as a guide in developing their own team composition for their proposals. Please note that team structure (number and discipline) does not need to mimic or be identical to the blueprint provided. **This blueprint should be used as a planning tool only.**
4. Table 2 found in **Attachment D** illustrates a sample of the minimum staffing matrix for a Louisiana Medical Special Needs Shelter (MSNS) with a capacity of two hundred (200) shelterees. Please note that the staffing numbers may require adjustment to accommodate a larger shelter capacity. Proposers may use this staffing matrix as a guide in developing their own team composition (number and discipline) for their proposal. Please note that team structure does not need to mimic or be identical to the matrix provided. **This matrix should be used as a planning tool only.**

Work Plan/Project Execution

The Proposer should articulate an understanding of and the ability to effectively implement services described in this RFP. In this section, the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

1. Provide a written explanation of the organizational structures of both operations and program administration and how those structures will support service implementation; individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate;
2. Provide a strategic overview including all elements to be provided;
3. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served;
4. Demonstrate an understanding of and ability to implement the various types of organizational strategies to be integrated within the day-to-day operations, which are critical in organizing their functioning and maximizing productivity;
5. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery;
6. Describe approach and strategy for project oversight and management;
7. Articulate the need for and the ability to implement a plan for continuous quality improvement; this includes, but is not limited to reviewing the quality of services provided and staff productivity;
8. Demonstrate an understanding of and ability to implement data collection as needed;
9. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner;
10. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event;
11. Refer to specific documents and reports that can be produced as a result of completing tasks to achieve the requested deliverables;
12. Identify all assumptions or constraints on tasks;
13. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period;
14. Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet;
15. Identify any Subcontractor relationships and include specific designations of the tasks to be performed by the Subcontractor if the Proposer intends to subcontract any work; information required of the Proposer under the terms of this RFP shall also be required for each Subcontractor; the prime Contractor shall be the single point of contact for all subcontract work.

E. Relevant Corporate Experience

1. The Proposer should give a brief description of their company including brief history, corporate or organization structure, and number of years in business. The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last sixty (60) months implemented a similar type project in size, scope and function to the proposed contract. Proposers should give at least two (2) customer references for projects. References should include the name, email address, and telephone number of each contact person.
2. In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, Proposer should so state.

F. Personnel Qualifications

1. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated based on project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
2. Proposers should clearly describe their ability to meet or exceed the qualifications described in the Scope of Work.
3. Proposers should state job responsibilities, workload, and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
4. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills, and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if a Subcontractor will fill the position.
5. Key personnel and the percentage of time directly assigned to the project should be identified.
6. Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to the following:
 - i. Experience with Proposer;
 - ii. Previous experience in projects of similar scope and size; and
 - iii. Educational background, certifications, licenses, special skills, etc.

7. If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

G. **Additional Information**

As an appendix to its proposal, if available, Proposers should provide copies of any policies and procedures manuals applicable to the Contract resulting from this RFP, inclusive of organizational standards or ethical standards. This appendix should also include a copy of Proposer's All Hazards Response Plan, if available.

- H. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment A Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

If submitting by hard copy (printed) the Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

If submitting online, the Financial Proposal should be a separate file from the Technical Proposal and should be clearly marked as "Financial Proposal".

1.9 Number of Response Copies

For online submission:

Each Proposer shall submit one (1) signed, searchable original response in .pdf format. The signed, searchable original technical response should be provided as one (1) file and the financial response should be submitted as a separate file.

Each Proposer should submit the following:

- One (1) redacted copy of proposal in .pdf format, if applicable (See **Section 1.11** of this RFP). The redacted copy should be provided as one (1) file.

For hard copy submission:

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.12.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Kim Adams, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement
Attention: Kim Adams
1201 North Third St.
Claiborne Bldg., Suite 2-160

Baton Rouge, LA 70802

E-Mail: kim.adams@la.gov Phone: (225) 342-8043/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal

section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

1.19 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.20 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.21 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.22 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.23 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.24 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.25 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.26 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.27 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.28 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.29 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.30 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.31 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.32 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

1.33 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.34 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.35 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment B** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer(s) with the highest score, whose proposal(s), conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State reserves the right to make multiple awards.

1.36 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8043 or E-mail to kim.adams@la.gov

1.38 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment F Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment F Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.40 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the

possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.41 Payment

1.41.1 Payment for Services

LDH will pay Response Cost based on a team rate to be determined after reviewing the Contractor's submitted team composition. The LDH reserves the right to increase or decrease the number of teams and modify the team composition assigned to respond based on the incident need through official request of the SHO and amended Task Order submitted by the LDH EOC. The Contractor will invoice the State for services rendered within 30 business days of Contract Deactivation.

LDH solely will determine and advise Contractor(s) which, of any readiness tasks will be required and compensated, prior to request.

LDH shall secure retainage of ten percent (10%) from all billings under the readiness Contract(s) as surety for performance. On successful completion and LDH acceptance of readiness Contract deliverables, the retainage amount may be released.

Payments will be made to the Contractor after written acceptance by LDH of the payment task and approval of an invoice with supporting FEMA compliant documentation. LDH will make every reasonable effort to make payments within thirty (30) calendar days of the approval of invoice and under a valid Contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. The Contractor will not be paid more than the maximum amount of the Contract.

1.41.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.41.3 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment G Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

1.42 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or

other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.42.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.42.2 Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.42.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.43 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.44 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.45 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Louisiana Department of Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.46 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.47 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.48 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.49 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.50 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.51 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.52 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.53 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.54 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General

Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.54.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.54.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.55 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.56 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.57 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.58 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.59 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.62 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.63 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.63.1 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor

may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

1.64 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.65 Key Internal Control Outsourcing

The State of Louisiana - LDH will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor’s activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in

operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Contractor(s) shall provide a comprehensive, independent, turnkey operation inclusive of medical staffing and shelter management including an incident management team and a logistics team for up to nine (9) pre-identified Medical Special Needs Shelters (MSNS) as directed by LDH. In addition, the Contractor should provide wrap-around support services for MSNS. Wrap around support services are not required, but highly desirable.

The Contractor shall support sheltering operations for up to thirty (30) days for a minimum capacity of 200 shelterees per site.

MSNS and other operation sites where medical support is coordinated by LDH will be compliant with the National Incident Management System (NIMS) and follow the Incident Command System (ICS) utilizing a Regional Incident Command Structure. LDH will provide coordination, resources and direction to the Contractor's MSNS Team Managers. Teams will function under the Regional Incident Command Structure while providing comprehensive and independent medical support services to shelterees. The Contractor should assume that LDH will not have any medical staffing available to augment shelter teams. Teams must be fully functional to provide medical support based on the number and acuity of shelterees. LDH will provide a Liaison to provide oversight and support for the operation.

The Contractor(s) may be requested to provide assistance to other states via the Emergency Management Assistance Compact (EMAC). Louisiana's State Health Officer will have sole discretion to determine if EMAC Activation is feasible based upon review of the scope and scale of an event, available resources, and potential impacts. The same contractual requirements will apply if the Contractor(s) is required to provide assistance via the EMAC.

2.1.1 Readiness

The Contractor will coordinate a planning meeting to discuss strategies and operational plans for readiness to respond to emergencies and disasters within Louisiana by April 1st of each Contract year.

The Contractor shall:

- a. Train and maintain a core MSNS leadership team to operate as a liaison at the State level;
- b. Develop and maintain a plan to manage shelter medical operations;
- c. Maintain an available pool of credentialed staff;
- d. Submit sign in sheets for meetings/exercises attended each year;
- e. Complete and submit an After Action Review (AAR) for exercises that the Contractor conducts each year;
- f. Submit a call down report demonstrating the rate of participation for all employees;
- g. Submit an Executive Summary each year summarizing activities within the State along with recruitment and retention of employees;
- h. Submit updated operational plans each year;
- i. Submit a credentialing and training report each year.

In the first year of the Contract, the Contractor shall:

- a. Orient core leadership team to LDH structure (NIMS, ESF-8, and MSNS structure);
- b. Survey nine (9) Regional MSNS sites and develop medical operations footprint;
- c. Develop Concept of Operations for MSNS Teams;
- d. Develop Activation plan for MSNS Teams;
- e. Conduct yearly call down drill of staff and provide report of response.

In subsequent years, the Contractor shall:

- a. Update training of core leadership;
- b. Evaluate and update Concept of Operations for MSNS Teams and activation plans;
- c. Conduct Just-In-Time (JIT) training review for staff (ensure updated information);
- d. Conduct drill for Operations Team (full scale exercise);
- e. Produce Homeland Security Exercise and Evaluation Program (HSEEP) compliant After Action Review (AAR);
- f. Conduct yearly call down drill of staff and provide report of response.

2.1.2 Response

The Contractor shall be responsible for the medical response operation within the MSNS. The Contractor shall provide a team composed of a range of medical and clerical skillsets to support a twenty-four (24) hour operation for up to thirty (30) days. The team shall be determined by the Contractor and should include Physicians, Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Nursing Assistants/Patient Care Assistants (PCAs), Respiratory Therapists, Licensed Clinical Social Workers, Pharmacists, Clerical/Administrative staff, and other such staff as approved by LDH in its discretion. The team will work twelve (12) hour shifts twenty-four (24) hours a day. Should a sheltering operation extend beyond thirty (30) days, the LDH EOC Incident Commander will contact the Contractor and request additional teams for the designated shelter(s).

The Contractor shall be responsible for the shift change of Contractor-managed shift personnel for the duration of the event. The Contractor shall also be responsible for evaluating the number and type of clinical skillsets (Shift Schedule) required to operate the MSNS site based on the volume and/or acuity of the MSNS shelterees, subject to LDH's approval in its sole discretion. Notwithstanding the foregoing, LDH reserves the right to scale up or scale down the MSNS operations and staffing, as determined by LDH in its sole discretion. The Contractor shall work with the OPH Regional Medical Director to ensure that Shift Schedules, (as defined below) are adapted to the situational activities in the shelter, yet adaptable for unknowns that may alter the overall shelter strategy (i.e. surge, demobilization).

All contracted staff shall be trained in National Incident Management System – Incident Command System IS 100.b (ICS-100), ICS for Single Resources, Initial Action Incidents IS 200.b (ICS-200), National Incident Management System (NIMS), and An Introduction IS 700.a (ICS-700).

The State reserves the right to increase and decrease the number of teams and modify the team composition assigned to respond based on the incident need.

The Contractor will be responsible for all supply provisions and costs for travel expenses including lodging and meals for staff while on active and inactive duty during an event according to FEMA and State regulations. Contractor's staff will be responsible for arriving to the designated MSNS

and securing lodging prior to arrival. If resources are not available as deemed by LDH due to a natural disaster or consumer demand, LDH will work with the Contractor to coordinate lodging needs.

All staff are required to have proof of COVID-19 vaccination completion upon deployment and onboarding. Those staff not vaccinated will be required to have daily COVID testing (at the expense of the Contractor).

LDH will provide FEMA approved forms for reporting and for documentation of the medical operations. All client documents and reports shall remain in the care, custody, and control of LDH and are the property of the State of Louisiana. All Contractor personnel will complete a daily Time and Attendance log immediately upon ending their shift that must be approved by the onsite Shelter Command Staff.

Contractor will provide overall situational awareness and coordination of information, including collecting, collating, and presenting data from critical information systems such as WebEOC. Incident documentation will be provided to LDH and its partners at LDH direction.

For each operational shift, the Contractor will submit summary reports such as situation reports (sitreps), activity sheets, sign in/out sheets, communication logs, resource requests, supply invoices, and/or patient care forms as instructed. Any supply invoice received during operation shall match the resource request.

LDH will provide a designated liaison for oversight and support for the operation.

LDH Regional Medical director or designee will hold at least one (1) status meeting each operational shift. LDH Regional Medical director or designee will review the roster, review any reports, and sign off on sign-in/out sheets.

Medical Personnel

Medical personnel must have at a minimum of one (1) year of medical experience in any of the following areas: Acute Care, Critical Care, Emergency Room, Medical/surgical, Behavioral Health, Chronic Disease Management, Wound and Ostomy Care, Pharmacy, Geriatrics, and/or Pediatrics; possess and maintain an active unencumbered medical license, and possess proof if requested of current American Heart Association Basic Cardiac Life Support or CPR certification.

All medical personnel must have active and unencumbered licenses in their state of licensure. Contractor will annually provide a summary report of staff verification of licensure and training. Contractor shall provide proper credentialing/verification (electronic or physical copy) of licensure and supporting documentation at the time of deployment.

Medical staff shall be trained and must be current in American Heart Association Basic Cardiac Life Support prior to working in a medical operation pursuant to this Contract. Documentation of training shall be provided to site designee upon staff's arrival.

In order to work in the shelter as a medical provider within their defined scope of practice, the Contractor shall obtain deploying medical staff's completed Louisiana disaster permit, if applicable, completed forms for specific board credentialing (job verification form, etc.) and government-issued identification to ensure medical staff are approved by the appropriate Louisiana licensure board. Upon Contract activation, the Contractor shall provide LDH EOC with medical staff's documentation. Contracted personnel will not be able to commence work until the

proper paperwork has been submitted and approved by the respective licensing board. The LDH EOC/Louisiana Volunteers in Action (LAVA) section will assist the Contractor by working with the appropriate Louisiana licensure board for credentialing. (Note: All medical personnel must have active and unencumbered licenses in their host state of licensure. Documentation needed for credentialing is subject to change as the licensure boards' rules and regulation and state laws change).

Non-Medical Personnel

Non-medical personnel must have a minimum of one (1) year of experience in emergency response and/or preparedness and personnel qualifications shall include proficiency in computers, writing, filing, and acceptable communication skills.

2.1.3 Wrap-Around Services

Wrap around support services are not required, but highly desirable. The Contractor should provide a complete turnkey operation with wrap-around services including, but not limited to:

- Showers to meet shelter site's needs. A minimum ratio of twenty-five (25) shelterees: one (1) shower is needed. Note: Each site's requirement is dependent upon the number of showers currently present in the facility. Twenty percent (20%) of showers are required to be ADA compliant. Site coordination is required for water/sewage usage.
- Toilets and handwashing stations to ensure the site has a minimum ratio of twenty (20) shelterees: one (1) toilet and handwashing station. Each site's requirement is dependent on how many shelterees currently exist on the site. Balance is a requirement. Twenty percent (20%) of toilets and handwashing stations are required to be ADA compliant. Site coordination is required for water/sewage usage.
- Laundry/Linen services for individual client items and site linens to include but not limited to: towels, wash cloths, and linens.
- Normal waste disposal inclusive of human waste to meet site needs.
- Janitorial services to provide daily cleaning of site and provide supplies needed including end of event cleaning.
- Bariatric cots for clients and caretakers in pre-identified MSNS(s).
- Bariatric hospital beds for shelterees.
- Linens including pillows, pillowcases, linen, blankets, towels and washcloths to meet population needs.
- Hygiene kits for each shelteree inclusive of: towels, toothpaste, toothbrush, feminine items, soap, shampoo, deodorant, shaving cream, and razors for population of shelter.
- Material Handling Equipment (MHE) such as forklift, pallet jacks, cargo trucks, etc. (site dependent) as needed.
- Light towers as needed for exterior showers/restrooms.

- Administrative supplies such as paper, pens, printer, fax, etc.
- Tables and chairs as needed per site.
- Personal Protective Equipment (PPE) based upon situation and event as needed per site for patients and staff. (i.e. including but not limited to: gown, gloves, masks)

Please note that wrap around services will be required to pass inspection by State Sanitarians prior to the shelter opening.

2.1.4 Notification, Activation, and Deactivation

The Contract(s) will activate and deactivate upon authorization from the State Health Officer or designee and with written notification from the LDH Emergency Operations Center (EOC).

During the Notification Period, LDH will work with the Contractor to identify the anticipated longevity of the operation. "Notification Period" is that period of time when the anticipated threat of impact is not yet certain. The Notification Period may encompass days or hours before formal staging of resources and assets to mitigate the threat.

"Contract Activation" is that period of time when there is confidence in the threat's impact to occur in a certain time to an area or location. Activation is a decision point to pre-stage assets and resources to be available for response efforts. The Contractor should provide identified teams of staff to the designated site within forty-eight (48) hours or less of Contract Activation.

"Contract Deactivation" will commence upon SHO deactivation and receipt of Demobilization Task Order from the LDH EOC. The Contractor will have up to ten (10) days to close financial book after deactivation. Within thirty (30) days of the deactivation, all logs and required reports shall be submitted to the Contract Monitor for review with the purpose of reimbursement and accountability

2.1.5 Technical Requirements

The Contractor will be required to transmit all non-proprietary data, which is relevant for analytical purposes to LDH by April 1st of each contract year in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. Data will need to be dynamic and very consistent. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- The Contractor is responsible for procuring and maintaining hardware and software resources, which are sufficient to successfully perform the services, detailed in this RFP.
- The Contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- The Contractor must provide a clear explanation of its main source and back up communication for response between the Contractor and the LDH Regional Command. All costs associated with communication needs will be the responsibility of the Contractor.

- Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources that are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources that are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure, and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).
- Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All Contractor utilized computers and devices must adhere to the following:
 - Be protected by industry standard virus protection software which is automatically updated by April 1st of each contract year;
 - Have installed all security patches which are relevant to the applicable operating system and any other system software; and
 - Have encryption protection enabled at the operating system level.

2.2 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

- Medical response operation team
- After Action Review (AAR) for exercises conducted each year
- Call down report demonstrating the rate of participation for all employees
- Executive Summary each year summarizing activities within the State along with recruitment and retention of employees
- Credentialing and training report each year
- Updated operational plans each year

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment A**. Prices submitted shall be firm for the term of the Contract. Prices shall include delivery of all items F.O.B. destination.

2.4 Location

The location(s) the work is to be performed, completed and managed are at nine (9) pre-identified Medical Special Needs Shelters (MSNS) across the State of Louisiana.

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include prices per the schedule furnished in **Attachment A**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.5.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to the following as described in Section 1.8:

- D. Approach and Methodology
- E. Relevant Corporate Experience
- F. Personnel Qualifications

2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan.

Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VIII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Technical Proposal (Section 3.1)	63
Financial Proposal (Section 3.2)	25
Veteran and Hudson Initiative (Section 3.3)	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- **Approach and Methodology – 28 points**
- **Relevant Corporate Experience – 15 points**
- **Personnel Qualifications – 20 points**

3.2 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

The following financial criteria will be evaluated: total cost for three (3) years for readiness (**15 points**); total cost for seven (7) days of MSNS operations, using the MSNS Staffing Matrix Model for Cost evaluation (**10 points**).

Prices proposed by the Proposers shall be submitted on the price schedule furnished in **Attachment A**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in **Attachment A** and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times \text{FPP})$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest proposed cost of all Proposers
 PC = Total cost of Proposer being evaluated
 FPP = Financial Proposal Points

3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

1. The Contractor shall submit sign in sheet(s) for meetings/exercises, After Action Review (AAR) for exercises, call down report demonstrating the rate of participation for all employees, credentialing and training report on an annual basis.
2. The Contractor shall submit an Executive Summary each year summarizing activities within the State along with recruitment and retention of employees
3. The Contractor shall submit updated operational plans each year
4. The Contractor will report to LDH Regional Command to carry out duties of MSNS operations as outlined in regional MSNS operations plans and/or as tasked during command briefing.
5. For each operational shift, the Contractor will submit summary reports such as situation reports (sitreps), activity sheets, sign in/out sheets, communication logs, resource requests, and/or patient care forms as instructed.

4.2 Performance Measurement

1. Submit Operational and Response plans by April 1st of each year and other reports as defined by the contract.
2. Submit the required medical staff documentation which is inclusive of Louisiana's credentialing requirements upon staff deployment.
3. Maintain all client files and perform all file updates according to the requirements in the Contract.

4.3 Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the Contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages, which delay may be provided at the sole discretion of the Department and should not be greater than thirty (30) days from notice, in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, then LDH may reassert the assessment of liquidated damages, even following Contract termination.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to submit the required medical staff documentation for Louisiana credentialing upon staff /deployment - \$50 per staff documentation not received.
 - c. Failure to maintain all client files and perform all file updates according to the requirements in the Contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - d. Late submission of invoices beginning ten (10) business days after the stated due date - \$500 per working day per invoice.

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

4.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

Attachment B: Sample Contract

SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA

PARISH OF _____

File No. _____

Solicitation No. _____

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services as detailed in the Statement of Work Attachment.

3. TERM OF CONTRACT

This Contract is effective upon OSP approval and shall be for an initial period of 36 months to begin on or about _____ and to end _____, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for up to two (2) additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

4. DELIVERABLES

5. PERFORMANCE STANDARDS

5.1. PERFORMANCE REQUIREMENTS

5.2. PERFORMANCE MEASUREMENT/EVALUATION

5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

6. PAYMENT TERMS

The State Agency shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment “__”** to this Contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

7. TAXES

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “__”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

8. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

9. TERMINATION

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

9.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30)

days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10. CONTRACT MODIFICATIONS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

11. OWNERSHIP

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

12. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract,

without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Attachment F of the RFP)*. The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

18. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Louisiana Dept. of Health, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. RECORD RETENTION

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

27. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

28. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

29. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

29.1 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

30. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

31. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

32. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

33. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

34. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

35. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

36. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

37. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

38. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of

factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

39. HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

40. KEY INTERNAL CONTROL OUTSOURCING

The State of Louisiana - LDH will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

41. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

42. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

43. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the Contractor has executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By:

Title:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the State has executed this Contract.

WITNESSES' SIGNATURES:

By: _____

Title _____

STATE AGENCY SIGNATURE:

Approved by:

Director of State Procurement

Date: _____

Attachment C: HIPAA Business Associate Addendum

HIPAA Business Associate Addendum

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure

that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.

8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).

10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.

12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.

14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.

16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.

17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Attachment D: Staffing Samples

Table 1. Minimum Initial Staffing Model (250 bed FMS)

*Recommended minimum staffing if not using a Rapid Deployment Force (RDF) as primary staff	
FMS Leader	01
FMS Manager (Assistant) (1:shift)	02
Safety Officer	01
Admin Assistant	02
Subtotal	06
Logistics/Pharmacy Unit	
Pharmacist	02
Pharmacy Technician	02
LRAT	04
Subtotal	08
Clinical Operations Unit	
Unit Leader (Physician)	01
Nurse Manager	01
Physician	04
Charge Nurse (1:shift)	02
PA and/or NP	04
Dentist	01
RN (including Triage Officers) [Factor at least 45 minutes hands-on/patient/shift per day]	42
LPN (May replace RN if constant RN oversight available)	
Respiratory Therapist* or Technician	02
Occupational Therapist	02
Behavioral Health Provider (Clinical)	02
Epidemiologist	01
Environmental Health/Sanitarian**	02
Food Safety/Nutritionist	02
Veterinary Officer or Technician (Animal health) (as needed - from NVRT)	
Subtotal	66
Total	80

*Or Medical Provider/Nurse who has respiratory care experience.

**Or Infection Control Nurse Specialist

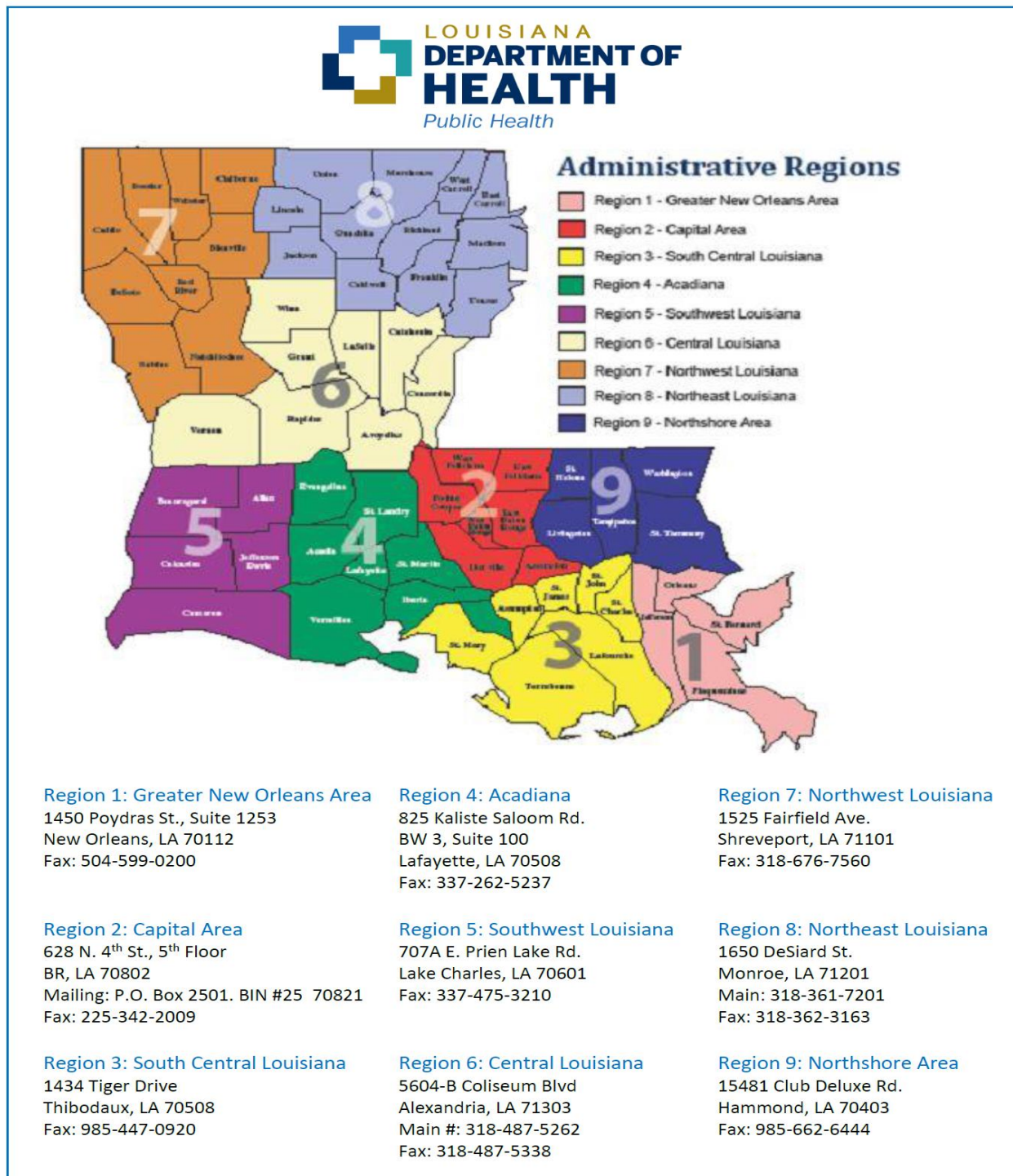
Table 2. Minimum MSNS Staffing Model (200 bed)

Occupation	Team A *Day Shift 1	Team B *Night Shift 1	Team C *Day Shift 2	Team D *Night Shift 2	Total
Incident Management Team	6	3	6	3	18
Staff Physician	1	1	1	1	4
Nurse Practitioner	2	2	2	2	8
RN	22	20	22	20	84
Nursing Assistant	10	8	10	8	36
Clerical/Administrative	4	2	4	2	12
Licensed Clinical Social Worker	2	-	2	-	4
Respiratory	2	1	2	1	6
**Staffing Liaison	1	1	1	1	4
TOTAL	44	35	44	35	158

*Day Shift 7 a.m. - 7 p.m. and Night Shift 7 p.m. - 7 a.m.

** The Contractor should provide the number of teams they have available to operate an MSNS based on the staffing examples provided. The Medical Operations staff are responsible for the Screening, First Aid, Behavioral Health, Vaccination, and/or Medical Dispensing staff and their activities. The Non-Medical staff are responsible for Registration, Data Entry, Inventory Management, and Runner positions.

Attachment E: Regional Map



Attachment F: Insurance Requirements for Contractors

INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Professional Liability (Errors and Omissions) (Doctors, Nurses, Medical Personnel – Medical Malpractice Coverage)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. Coverage through the Patients' Compensation Fund (PCF) is also acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Professional Liability (Errors and Omissions) (Doctors, Nurses, Medical Personnel – State Medical Malpractice Coverage)

Professional Liability insurance, which covers the professional errors, acts, or omissions of the Contractor, will be provided through the State of Louisiana Medical Malpractice Act (La R.S. 40:1237.1 et seq) and is subject to all the terms and conditions of the Act.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Health – Office of Public Health, Its Officers, Agents, Employees and Volunteers

Louisiana Department of Health – Office of Public Health 628 N. 4th Street | Baton Rouge, LA 70802

(Project or Contract #)

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

Attachment G: Electronic Vendor Payment Solution

Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual